

FISHERY PROGRAMS

Agreement signed at Manila March 14, 1947

Entered into force March 14, 1947

Terminated upon fulfillment of its terms

61 Stat. 2834; Treaties and Other
International Acts Series 1611

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF THE PHILIPPINES CONCERNING A FISHERY REHABILITATION AND DEVELOPMENT PROGRAM AND A FISHERY TRAINING PROGRAM

WHEREAS, the Government of the United States has enacted Public Law No. 370, 79th Congress, approved April 30, 1946,¹ known as the Philippine Rehabilitation Act of 1946, whereof Section 309, entitled "Philippine Fisheries," provides:

Sec. 309. (a) The Fish and Wildlife Service of the Department of the Interior is authorized to cooperate with the Government of the Philippines, and with other appropriate agencies or organizations, in the rehabilitation and development of the fishing industry, and in the investigation and conservation of the fishery resources of the Philippines and adjacent waters.

(b) To accomplish such purposes the Fish and Wildlife Service shall conduct oceanographic, biological, fish cultural, technological, engineering, statistical, economic, and market development studies and demonstrations and fishery explorations, and in conjunction therewith may establish and maintain a vocational school or schools of fisheries in the Philippines for the purpose of providing practical instruction and training in the fisheries; and may, at any time prior to July 1, 1950, provide one year of training to not more than one hundred and twenty-five Filipinos, to be designated by the President of the Philippines subject to the provisions of section 311(c), in methods of deep-sea fishing and in other techniques necessary to the development of fisheries.

¹ 60 Stat. 128.

(c) The Fish and Wildlife Service is authorized to acquire, construct, maintain, equip, and operate such research and experimental stations, schools, research and exploratory fishing vessels, or any other facilities in the Philippines that may be necessary to carry out the purposes of this section.

(d) The United States Maritime Commission is authorized, upon recommendation of the Fish and Wildlife Service of the Department of the Interior, to make arrangements for the transfer by sale or charter of small vessels, considered by the United States Maritime Commission to be satisfactory for the purpose, to be used in the establishment and continuance of a fishing industry to be operated in or near the Philippines. Such transfers may be made on such terms and conditions, including transfer for a nominal consideration, as the United States Maritime Commission may approve, but only if, in the opinion of the Fish and Wildlife Service, such small vessels so to be used for Philippine Island fishing are not needed by the fishing industry of the United States, its Territories, and possessions; and

WHEREAS, the Government of the Republic of the Philippines is desirous of availing itself of the benefits, facilities and services which are authorized by the above-quoted Section 309 of the said Public Law No. 370, 79th Congress;

THEREFORE, the Government of the United States of America and the Government of the Republic of the Philippines have decided to conclude an agreement for the foregoing purposes and have agreed mutually as follows:

ARTICLE I

The responsible agent of the Government of the United States of America for effectuating the provisions of this Agreement shall be the Director of the Fish and Wildlife Service of the United States Department of the Interior, hereinafter called the Director. The Director may delegate to a duly authorized representative all or any part of his authority and responsibility for effectuating the provisions of this Agreement. The duties, functions, and powers exercised in the Republic of the Philippines under the terms of this Agreement by the Director or his duly authorized representative shall be under the general supervision of the Ambassador of the United States of America accredited to the Government of the Republic of the Philippines, or, in the absence of the Ambassador, of the Charge d'Affaires ad interim of the United States of America.

ARTICLE II

The responsible agent of the Government of the Republic of the Philippines for effectuating the provisions of this Agreement shall be the Chief of the Bureau of Fisheries of the Department of Agriculture and Commerce, here-

inafter called the Chief. The Chief may delegate to a duly authorized representative all or any part of his authority and responsibility for effectuating the provisions of this Agreement. The Chief, or his authorized representative, shall cooperate with the Director, or the authorized representative of the Director, in planning the programs of work to be conducted pursuant to this Agreement and in effectuating close cooperation and integration with the programs, functions and responsibilities of the Bureau of Fisheries of the Department of Agriculture and Commerce of the Government of the Philippines. The Director, or his authorized representative, may negotiate and conclude with the Chief, or the authorized representative of the Chief, any working agreement necessary to the carrying out of this Agreement.

ARTICLE III

The fishery rehabilitation, improvement and development program to be conducted pursuant to this Agreement shall comprise such of the following items as may be determined from time to time by the Director, or his representative, and the Chief, or his representative: (a) Oceanography of the waters in which fisheries are conducted or may be developed to determine the nature of physical factors such as currents, salinity, temperature, plankton abundance, et cetera, affecting such fisheries, which will be correlated with (b) studies of the kinds, abundance, distribution, seasonal and periodic migration, life history and ecology of the various species that comprise the fishery resources, and their management on a sustained yield basis, which studies are fundamental to (c) exploratory fishing to determine the commercial practicability of conducting operations in various areas; the optimum types of gear suitable for exploitation of the resources in such areas; and modifications or improvements in existing fishing practices in order to provide for better utilization of the resources. As an adjunct to the foregoing there also may be conducted (d) studies of handling, dressing, and storing catches on shipboard and at shore fishery establishments in order to improve the quality of the product, to prevent waste, and to promote efficiency of operations; (e) experiments in the freezing, smoking, salting, canning, and other processing of fishery products to promote efficiency and quality of the product as well as to devise methods that are the most economical and efficient; (f) studies and pilot-plant experiments in the preparation of fishery by-products such as industrial and vitamin oils, fish meal, glue, pearl essence, hides for leather, and other items, so as to utilize species, portions of the catch, and offal, that cannot be utilized for human food; (g) studies of the management of brackish and fresh water fish ponds, with a view toward promoting greater production and efficiency through fertilization, the introduction of sanitary measures and control of parasites and diseases; (h) the collection, analysis, and dissemination of current and annual statistics on fishery production as business indices and as an aid in biological assessment of the condition of

the fishery stocks and fluctuations in abundance; (i) economic studies of employment, production, distribution, and marketing including cost analyses and business consultant services and all segments of the fishing industry to aid in its development and promote its efficiency; (j) studies of distribution and marketing of fishery products in order that supplies may be diverted to deficiency areas, thus avoiding the unprofitable and wasteful accumulation of surpluses in other areas; and (k) efforts to provide such aids as the industry may require in acquiring equipment and facilities.

ARTICLE IV

The Government of the Republic of the Philippines agrees to provide free of cost to the Government of the United States of America such lands, rights-of-way and easements as may be necessary for carrying out the terms of this Agreement. Furthermore, the Government of the Republic of the Philippines shall furnish such equipment, facilities and qualified personnel necessary to carry out the purposes of this Agreement as may be available to the Government of the Republic of the Philippines. The Fish and Wildlife Service of the United States Department of the Interior is authorized to accept and utilize for the performance of the terms of this Agreement contributions of labor, materials, equipment and money from the Government of the Republic of the Philippines and its political subdivisions.

ARTICLE V

The Fish and Wildlife Service of the United States Department of the Interior shall provide training during the period of this Agreement for not to exceed one hundred and twenty-five citizens of the Republic of the Philippines in methods of deep-sea fishing and other techniques necessary to the development of the fisheries. The Fish and Wildlife Service of the United States Department of the Interior shall provide for the payment of all expenses incidental to such training, including, but not necessarily limited to, actual transportation expenses to and from and in the United States of America, allowances for tuition, educational fees and subsistence.

In accordance with the procedure set forth in Section 311 (c) of the said Public Law No. 370, 79th Congress, the President of the Republic shall designate trainees selected in accordance with procedures and standards established by the Director, and the Government of the Republic of the Philippines shall furnish to the United States Embassy at Manila the names and necessary supporting documents of trainees so designated.

ARTICLE VI

The Fish and Wildlife Service of the United States Department of the

Interior may construct a fishery research laboratory in the Republic of the Philippines at such place and in accordance with such specifications as may be agreed upon pursuant to Article II of this Agreement.

ARTICLE VII

Vessels owned by the Government of the United States of America (including small boats) operated by the Fish and Wildlife Service of the United States Department of the Interior as part of the program carried out pursuant to this Agreement shall be permitted to move freely in the territorial waters of the Republic of the Philippines, to enter and sail from the several ports with or without pilots and without the necessity of formal entrance or clearance that may ordinarily be required of commercial and other vessels and to establish or utilize such means of communications between such vessels and shore facilities as may be necessary to the effective administration of the programs contemplated by this Agreement. Quarantine procedures and inspections shall be required only at the first Philippine port of call on original entry.

Vessels of the Government of the United States of America used in the fishery program (including small boats), their equipment, tackle, and appurtenances shall be immune from seizure under Admiralty or other legal process.

Vessels owned by the Government of the United States of America (including small boats) used in the fishery program shall be exempt from all requirements of the Government of the Republic of the Philippines relating to inspection, registry, manning or licensing of vessels or marine personnel.

Where suitable public wharves or facilities for moorage are available, such vessels shall be furnished wharfage or moorage without cost.

ARTICLE VIII

The Government of the Republic of the Philippines will cooperate with the Fish and Wildlife Service of the United States Department of the Interior in providing such temporary or permanent office, laboratory, or other space as may be required and shall render all practicable assistance in securing housing accommodations, at reasonable rental rates, for personnel of the Fish and Wildlife Service of the United States Department of the Interior who are engaged in effectuating this program, and their families.

ARTICLE IX

The Government of the Republic of the Philippines will save harmless all officers and employees of the Fish and Wildlife Service of the United States Department of the Interior who are citizens of the United States from damage suits or other civil actions arising out of their performance of their duties under this Agreement.

ARTICLE X

Officers, employees and agents of the Government of the United States of America who are citizens of the United States and who are on duty or who may be assigned to duty in the Republic of the Philippines under the provisions of the present Agreement, and their families, shall be permitted to move freely into and out of the Republic of the Philippines, subject to existing visa and passport regulations. Gratis transit shall be extended to all officers, employees, or agents of the Fish and Wildlife Service over all bridges, ferries, roads and other facilities of the highways where tolls are collected for passage of vehicles or occupants.

ARTICLE XI

Pending the conclusion of negotiations now being considered by the United States of America and the Republic of the Philippines, no import, excise, consumption, or other tax, duty or impost shall be levied on funds or property in the Republic of the Philippines which is owned by the Fish and Wildlife Service of the United States Department of the Interior and used for purposes under the present Agreement or on funds, materials, supplies, and equipment imported into the Republic of the Philippines for use in connection with such purposes; nor shall any such tax, duty or impost be levied on personal funds or property, not intended for resale, imported into the Republic of the Philippines for the use or consumption of Fish and Wildlife Service personnel who are United States citizens; nor shall any export or other tax be placed on any such funds or property, including United States Government property, in the event of its removal from the Republic of the Philippines.

ARTICLE XII

Each Government reserves the right to remove any personnel paid by it and involved in carrying out the provisions of this Agreement with the understanding that each Government shall maintain an adequate force to carry out the provisions and requirements of this Agreement so long as the Agreement is in effect.

ARTICLE XIII

All commitments made in this Agreement on the part of the Government of the United States of America shall be subject to the availability of appropriated funds by the Government of the United States of America.

ARTICLE XIV

This Agreement shall become effective on the date of its signature, and shall continue in effect until completely executed on both sides, but in no event later than June 30, 1950; provided, however, that this Agreement may be revised, amended, or changed in whole or in part with the approval of both parties as indicated and effected by an exchange of notes between the

two contracting parties; and provided further, that either Government may terminate this Agreement by giving to the other party ninety days notice in writing through diplomatic channels.

IN WITNESS WHEREOF the Undersigned, duly authorized thereto, have signed the present Agreement in duplicate at Manila this fourteenth day of March, 1947.

For the Government of the United States of America:

PAUL V. McNUTT

*Ambassador Extraordinary and Plenipoten-
tiary of the United States of America to
the Republic of the Philippines*

For the Government of the Republic of the Philippines:

MARIANO GARCHITORENA

Secretary of Agriculture and Commerce